

# *Request for Proposals*

## **COMMONWEALTH OF MASSACHUSETTS TELECOMMUNICATIONS LEASING PROJECT NORTHERN ESSEX COMMUNITY COLLEGE LAWRENCE, MASSACHUSETTS**

**December 18, 2005**

### **Office of Real Estate**

Commonwealth of Massachusetts  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, Massachusetts 02108-1511  
(617) 727-8090 X 508

The Commonwealth makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this Request for Proposals (this "RFP"). This RFP (including all attachments and supplements) is made subject to errors, omissions, subsequent modifications, and interpretations of laws and regulations. Prospective tenants should undertake their own review and analyses concerning physical conditions, utilities, environmental conditions, applicable zoning, required permits and approvals, and ownership and other legal considerations. This RFP may be withdrawn without prior notice.

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## **SECTION 1 INTRODUCTION**

### **Invitation to Bid**

The Asset Management Board has authorized the Commonwealth of Massachusetts ("Landlord") acting through its Division of Capital Asset Management and Maintenance ("DCAM") on behalf of the Board of Higher Education ("BHE") and Northern Essex Community College ("NECC") to enter into long-term, non-exclusive leases whereby FCC-licensed wireless-telecommunications-service providers or facilities-management companies may lease designated structures/areas located at NECC in Lawrence for the purpose of installing and operating telecommunications antennas and related equipment.

Landlord is making available for lease the roof and penthouses at NECC situated in Lawrence, and/or an area in the building sufficient to locate an equipment shelter or cabinet (collectively the "Site"). In considering design options, stealth installations are encouraged but may not be required, in the sole discretion of Landlord.

More than one proposer may be chosen. In this RFP, "Tenant" refers to each proposer who is selected in accordance with this RFP and who accepts such selection. The purpose of this RFP is to provide for the leasing of the Site through an open, fair, and competitive process that is consistent with the best interests of the Commonwealth of Massachusetts.

### **Process**

The selection process involves the submission of proposals that are responsive to this RFP, review by DCAM and NECC of submitted proposals, interviews with one or more proposers, at DCAM and NECC's sole option, provisional designation of a proposer or proposers by DCAM and NECC, with the simultaneous acceptance of the application fee, and the negotiation and execution of a lease ("Lease") with each selected proposer. DCAM and NECC reserves the rights to reject all proposals and to solicit further proposals from the other parties if DCAM and NECC deems such action to be in the best interests of the Commonwealth.

**This RFP shall remain "open" from December 18, 2005, at 12:01 AM, until December 17, 2006, at 5:00 PM. Proposals must be received by DCAM at the address for submissions specified in this RFP no later than 5:00 PM on the earliest unexpired *Submission Deadline Date* set forth below:**

January 6, 2006  
January 27, 2006  
February 17, 2006  
March 31, 2006

June 9, 2006  
September 1, 2006  
December 16, 2006

**Proposals received by DCAM later than 5:00 p.m. on the pertinent *Submission Deadline Date* shall be deemed non-responsive and accordingly shall be rejected, refused, and returned to the sender.**

**Telecopied or electronically mailed proposals shall not be accepted. Please refer to Section 5 of this RFP for the *Submission Requirements*.**

The preparation and submission of any proposal by any person, group, or organization is totally at the expense of such person, group, or organization.

This RFP and any amendments to this RFP shall be posted on the Commonwealth of Massachusetts' website at [www.comm-pass.com](http://www.comm-pass.com).

## **Terms**

Tenant shall be required to obtain all permits and approvals required to install, operate, and maintain its antennas and related equipment.

Prospective proposers should undertake their own review and analyses concerning physical conditions, utilities, environmental conditions, applicable zoning, required permits and approvals, and other legal requirements. Proposers are subject to the local and municipal zoning and permitting processes.

## **SECTION 2 PROJECT DESCRIPTION**

Pursuant to the authority granted by a vote of the Asset Management Board dated September 30, 2002, DCAM is making available for lease on a non-exclusive basis to a limited number of FCC-licensed wireless-telecommunications service providers the roof and penthouses at NECC and/or an area in the building sufficient to locate an equipment shelter or cabinet to accommodate the associated radio equipment necessary for a telecommunications facility. See the Location Plan attached as Appendix A. The permitted use under each lease shall be the installation, operation and maintenance of wireless telecommunications antennas and associated equipment.

The term of each lease shall be ten years with an option to extend at Landlord's sole discretion for two five-year terms.

Each lease (the "Lease") shall include terms and conditions acceptable to DCAM, including but not limited to, those lease terms outlined in Section 4, Lease Information and Guidelines.

Upon lease execution, Tenant shall be required to make a minimum deposit equal to three month's Rent. The Rent shall be payable annually, in advance, provided that Tenant shall be given up to six months to design, permit and construct the Site before the obligation to pay Rent commences.

If more than one proposer is awarded a lease at the Site, the space awarded to each proposer may be designated at the sole option and discretion of Landlord, however, Landlord shall award space in the order of preference based upon the proposer's Rent proposal.

Proposers should note that Landlord will not provide or maintain an equipment shelter or cabinet at the Site. This shall be the responsibility of Tenant.

NECC is an active educational facility.

Landlord shall have the right to terminate the Lease or to require Tenant to relocate Tenant's equipment, if feasible, if Landlord determines, at any time and in Landlord's sole discretion, that the telecommunications equipment at the Site interferes or will interfere with the operations of Landlord at the Site or is harmful or potentially harmful to the health, safety, and wellbeing of any person.

In its selection of a proposal, Landlord reserves the right to seek clarification of information supplied, to waive portions of the RFP, to waive any informalities in proposals, or to reject any and all proposals and to reject portions of proposals and to select another proposal(s) or to issue a new RFP, for any reason deemed appropriate by Landlord in order to serve the best interests of the Commonwealth.

### **SECTION 3    *SITE INFORMATION***

#### **Available Site**

The Site includes the roof and penthouse and/or space on the roof or in the building to locate one or more equipment shelters or cabinets to house auxiliary telecommunications equipment. Descriptions and pictures of the Site and a map of the campus are presented in Appendix A.

#### ***Zoning***

Tenant shall be required to comply with applicable zoning by-laws and to obtain all necessary permits and approvals. The Commonwealth makes no representations regarding the applicability of local zoning by-laws to the proposed use of a Site.

The burden is on each proposer to independently identify, verify, and analyze the applicability of all such by-laws and the necessity of all such permits and approvals.

## ***MEPA – Massachusetts Environmental Policy Act***

Each proposers must independently identify and confirm any MEPA requirements for the proposer's proposal. Tenant shall be required to sign a MEPA agreement as an attachment to the lease, that is attached to this RFP as Appendix D.

## ***Utilities***

The Commonwealth makes no representation whatsoever regarding the availability of any utility service at the Site. Tenant, at its sole cost and expense, must arrange for the installation of all necessary utility infrastructure and must contract directly with utility service providers for utility services at the Site. All utilities must be separately metered.

## ***Permitting, Approvals and Other Conditions***

The Site is offered for lease "AS IS," and subject to any change in the condition of such Site prior to the Lease commencement date. Landlord is not required to make any repairs or improvements to any portion of the Site before or during the term of the Lease.

Prospective proposers should undertake their own review and analysis concerning physical conditions, utilities, environmental conditions, applicable zoning by-laws, required permits and approvals, and other legal requirements.

Each proposer must independently confirm environmental and Site conditions. The Commonwealth makes no representations or warranties, express or implied, regarding the environmental condition of the Site, including, without limitation, the presence or potential presence of environmental hazards, pollutants, or contaminants within any structures or in the underlying land.

Proposers must also conduct their own feasibility tests to determine whether they can utilize the Site for their particular equipment and operations. No warranties or representations, express or implied, are made concerning the suitability of the Site for the purposes contemplated by the proposer.

Proposers must also obtain written confirmation by the City of Lawrence and any other governmental authorities having jurisdiction, that their equipment and operations shall not interfere with any public-safety communications system.

Proposers shall be given access to the Site prior to the *Submission Deadline Date* so that they may examine the Site and conduct feasibility tests. Any prospective proposer wishing to conduct on-Site tests prior to proposing shall be given an opportunity to do so, provided that such proposer shall notify DCAM in

writing of its desire to conduct such testing and shall submit certificates of insurance naming the Commonwealth as co-insured, as required by Appendix E. All such testing must be completed before 5:00 PM on the *Submission Deadline Date* that is marked on the proposal for which the testing was conducted.

#### **SECTION 4 LEASE INFORMATION AND GUIDELINES**

The Commonwealth reserves the right to negotiate any and all aspects of the proposed lease terms and conditions, including Rent, if in the opinion of Landlord it is in the best interest of the Commonwealth to do so.

The lease shall include terms and conditions acceptable to Landlord, including but not limited to, the following:

1. Premises shall be used for installation, operation, and maintenance of telecommunications antennas and related equipment of a design acceptable to Landlord and any permitting authorities.
2. Premises are offered on an “as is” basis.
3. The lease shall be a “triple-net” lease. Tenant shall be responsible for and pay for all costs in connection with operating and maintaining the Premises.
4. Tenant shall have 24-hours-a-day, seven-days-a-week access to the property provided that Tenant agrees to comply with all security-access-notification requirements as Landlord shall designate.
5. The initial lease term shall be ten years with an option to extend at Landlord’s sole discretion for two five year terms.
6. The option to extend may not be exercised if Tenant is in default.
7. The Rent shall include an annual escalator clause of no less than 4% per annum.
8. The Rent shall be paid annually in advance.
9. The Rent shall commence within six months of lease execution. A deferral of the commencement of Rent may be granted at the option of Landlord.
10. A minimum deposit equal to at least three month’s Rent shall be required at lease execution.

11. If the telecommunications use interferes with the current use as an educational facility or with any future redevelopment or change in use at the Site, the telecommunications equipment shall be relocated or removed.
12. If Tenant's operations violate any public health standard or are deemed to be injurious by Landlord to public health and Tenant does not remedy such, or is incapable of remedying such, then Landlord may have the option to terminate the lease upon 24 hours notice.
13. Tenant shall comply with all federal, state, and local laws, FCC regulations, codes, and ordinances affecting the property (including payment of federal, state, and local taxes).
14. The lease shall contain an Equipment Plan which shows clear descriptions of the Site uses.
15. Tenant shall disclose the names of all persons with a direct or indirect beneficial interest in the lease and shall certify compliance with all tax and employment security contribution laws of the Commonwealth.
16. Tenant shall comply with all laws, rules, and regulations prohibiting discrimination.
17. Tenant shall agree not to store, transport, release, or dispose of any Hazardous Substances at the Site, except as required for permitted uses (eg., in the case of a battery), and Tenant assumes responsibility for its operations being in compliance with all applicable federal, state, and local laws, regulations and requirements.
18. Tenant agrees to sign a MEPA agreement as an attachment to the lease.
19. Upon expiration or termination of lease, Tenant shall remove equipment and restore the premises to their condition as of the lease commencement date.
20. Tenant shall not assign this lease. Any transfer, which directly results in a change of control in the Ownership of Tenant, such as a transfer of greater than 50% of the common shares of Tenant, if a corporation, shall be deemed an assignment, and therefore subject to Landlord's consent, in its sole discretion.
21. Landlord may require Tenant, at Tenant's sole cost and expense, to retain the services of an independent Professional Engineer to provide (1) plans stamped by a Professional Engineer, (2) oversight of

installation and periodic checks of conduits and equipment, and  
(3) consultation in the case of any building-related or energy-related questions.

22. Such other lease terms and conditions may be included in the final document executed by the Commonwealth and Tenant. The Commonwealth reserves the right to negotiate any and all aspects of the proposed lease terms and conditions if in the opinion of Landlord it is in the best interest of the Commonwealth to do so.

## **SECTION 5 SUBMISSION REQUIREMENTS**

The Commonwealth seeks proposals from any wireless telecommunications service provider or facilities-management company that is licensed by the United States Federal Communications Commission to provide wireless telecommunications service to the general public. Proposers must be capable of successfully performing the obligations of Tenant under the Lease.

In order to be acceptable and received for submission, a proposal must include all information and materials that this RFP requires, whether included in this section or elsewhere in this RFP. **Any proposal not meeting submission requirements shall be rejected.**

1. All **Submission Requirements** shall be strictly enforced.
2. This RFP shall remain “open” from December 18, 2005, at 12:01 AM, until December 17, 2006, at 5:00 PM.
3. DCAM shall consider properly submitted proposals, as determined by DCAM, in its sole discretion, in accordance with the following schedule of **Submission Deadline Dates**, provided that no proposal shall be deemed to be a “properly submitted proposal” unless the proposal
  - (a) is received by DCAM not later than 5:00 PM (U.S. Eastern Time Zone) on the **earliest unexpired Submission Deadline Date**,
  - (b) is in compliance with item 5 of this section,
  - (c) is marked, in accordance with item 7 of this section, “**DO NOT OPEN UNTIL 5:00 PM (U.S. Eastern Time Zone) ON** [the **earliest unexpired Submission Deadline Date**],” and
  - (d) otherwise satisfies all requirements of this RFP:

### *Submission Deadline Dates*

January 6, 2006  
January 27, 2006  
February 17, 2006  
March 31, 2006  
June 9, 2006  
September 1, 2006  
December 16, 2006

4. A proposal that is received by DCAM later than 5:00 PM (U.S. Eastern Time Zone) on the *Submission Deadline Date* for which it is marked shall be deemed non-responsive and accordingly shall be rejected, refused, and returned to the sender. Proposers who hand-deliver their proposals should allow adequate and sufficient time for the security clearances that are required for One Ashburton Place. Proposers who have their proposals delivered by mail or other delivery service should allow sufficient time for transit and delivery.
5. If a proposal is received by DCAM and, as of the date of receipt, is marked for a *Submission Deadline Date* other than the ***earliest unexpired Submission Deadline Date***, such proposal shall be deemed to be premature and shall be rejected. For example, if a proposal is received on or before the first *Submission Deadline Date* but is marked for a later *Submission Deadline Date*, such proposal shall be deemed to be premature and shall be rejected.
6. Proposals shall be time-stamped by DCAM as they are received. The DCAM time-stamp shall be conclusive, controlling, final, and dispositive as to the timeliness of the receipt of each proposal.
7. The original proposal, two complete copies of the proposal, and all required documents, information, and materials (including, without limitation, what is set forth under the ***Contents of Proposal*** heading in this section 5) must be sealed in an inner-envelope-within-an-envelope, or in some other secure inner package that is within the package that is delivered, and such packaging and its contents must be received by DCAM no later than 5:00 PM (U.S. Eastern Time Zone) on the ***earliest unexpired Submission Deadline Date***, at the address shown below. Accordingly, faxed and emailed proposals shall **not** be accepted. Both the outer and the inner envelopes or packages must bear the name and return-address of the sender and must be marked as shown in the example below:

---

Sender's Name

Sender's Return Address

**DO NOT OPEN UNTIL 5:00 PM (U.S. EASTERN TIME ZONE) ON  
2005\_\_\_\_\_.**

**SEALED PROPOSAL – Board of Higher Education Telecommunications  
Project**

Re: NECC - Lawrence

Division of Capital Asset Management and Maintenance

One Ashburton Place, 15<sup>th</sup> Floor

Boston, MA 02108-1511

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8. ***Properly submitted*** proposals shall be opened at 5:00 PM (U.S. Eastern Time Zone) on the *Submission Deadline Date* for which they are marked in the offices of DCAM.
9. DCAM shall not accept any information or materials submitted after the *Submission Deadline Date* for which a proposal was marked unless said information is, or said materials are, provided in response to DCAM's written request for such information or materials.

***Contents of Proposal***

**All proposals must include the following materials and information and must satisfy the following requirements:**

**1. Proposal Cover Sheet**

The proposal must include a completed and signed Proposal Cover Sheet. (Appendix B).

**2. FCC License**

The proposal must include a copy of the proposer's current FCC license.

**3. Rent Proposal**

The proposal must include a completed Rent Proposal Form (Appendix C).

**4. Application Fee**

An application fee of \$5,000, in the form of a company check of the proposer, must be included with the proposal. If the proposal is accepted, the fee shall be applied to the deposit required. In the event the proposal is rejected, the check shall be returned to the proposer.

## **5. Description of Proposed Installation**

- The proposal must include a narrative describing the proposed installation, including identification of all telecommunications equipment to be installed in the Site, the location of that equipment, design plans, proposed utility services, and other pertinent data. The proposal must include a description of the commercial purpose for which the equipment is used.
- The proposal must include a diagram of the proposed installation with a photograph or drawing of the proposed antennas and equipment, if available. In considering design options, stealth installations are encouraged but may not be required, in the sole discretion of Landlord.
- The proposal must include a completed "Schedule of Equipment and Uses."

## **6. Project Financing**

The proposer must provide a statement of the proposed method of financing the project. Financing information must be sufficient to demonstrate the proposer's ability to finance the project and must include the following:

- Audited financial statements for proposer's last fiscal year or a reasonable substitute and an explanation of why audited statements are not available.
- A three year history of income and expenses for the proposing entity and/or its parent company, and for each general partner, principal, affiliate, or owner that will participate in the project.

## **7. Implementation Plan and Project Schedule**

Proposals must include:

- A list of required local, state, and federal land-use, environmental, operational, and other regulatory permits and approvals. It is the responsibility of the proposer to determine whether or not the project will comply with current zoning by-laws and if not, what variances, special permits, or modifications are required.

- A project schedule for securing necessary permits and approvals, and for performing all design and installation work necessary to make the Site fully operational for the permitted use under the lease.
- A proposed maintenance regimen and capital program of capital repairs, replacements, and/or improvements during the entire term of the lease that can be tracked and documented for the purpose of keeping the equipment in good working-condition, as well as for predicting scheduled access to the grounds, building, and equipment.

## 8. **Proposer**

The proposal must include the following information concerning the proposing telecommunications company and the individuals to be involved in the project and their experience:

- The name, address, and telephone number of the proposer and of any representative authorized to act on the proposer's behalf.
- The name and contact information of the person to whom all correspondence should be addressed.
- The names, contact information, and primary responsibilities of each principal of the proposer and of each person who will have management responsibility for the Site.
- If the proposer is not an individual doing business under his/her name, the submission must describe the status of the entity (whether a non-profit or charitable institution, a general, limited, or limited-liability partnership, a corporation, a limited liability company, or a joint venture), indicate the jurisdiction in which the proposer is registered to do business, and demonstrate that the proposer is authorized to do business in the Commonwealth of Massachusetts.
- The exact legal nature of the entity to be named as Tenant in the Lease and a showing that Tenant is authorized to do business in the Commonwealth of Massachusetts.
- A summary of the proposer's experience, collectively and individually, with similar projects, containing an explanation of the proposer's ability to pursue, obtain, accomplish, and complete permits, financing, engineering, design, and construction.
- Identification of each principal, partner, co-venturer, or subdeveloper participating in the project, and the nature and share of each participant's ownership in and compensation from the project.

- Confirmation that no local, state, or federal taxes are due and outstanding for the proposer and for the proposed Tenant, if different than the proposer.
- Identification of any SOMWBA-certified Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) that will have equity shares in the project, and any SOMWBA-certified MBE and/or WBE firms with which the proposer intends to contract to provide services or materials to the project.
- A Disclosure Statement, including complete information regarding any past, pending, or threatened legal or administrative actions that could relate to the conduct of the proposer (or of the proposer's principal(s) or affiliate(s) business and /or its compliance with laws and other governmental requirements.

## 9. **References**

- Proposers must provide a list and brief description of similar projects which have been successfully undertaken by the proposer within the past five years, and provide the name and telephone number of a reference for each.
- Proposers must provide banking references.
- The Commonwealth reserves the right to contact any references submitted. Include the name and telephone number of the contact person for each reference.

## 10. **MBE/WBE Participation**

DCAM encourages, to the greatest extent possible, the active and meaningful equity participation of Minority Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) as certified by the State Office of Minority and Women Business Assistance (SOMWBA). DCAM also encourages proposers to use MBE and WBE firms to provide services and/or materials to the project, and to provide service-provision and materials-provision opportunities for women and minorities. Proposers should state all MBE and WBE participation in the project.

## 11. **Additional Information**

In its consideration of proposals, the Commonwealth reserves the right to request additional information from any or all proposers.

## **SECTION 6 *SELECTION PROCESS AND CRITERIA***

The proposers will be evaluated, based upon (i) the information provided in a proposer's submission in accordance with the submission requirements of this RFP and any amendments thereto, (ii) any interviews, references, and additional information requested by DCAM and NECC, (iii) any other information from publicly available and verifiable sources, and (iv) any other information in the possession of DCAM, BHE and NECC .

In the selection process, DCAM and NECC reserve the right to negotiate with any or all proposers, to waive any minor informalities in proposals, to reject any or all proposals, to reject portions of proposals, to select other proposals, and to issue a new request for proposals, all for any reason deemed appropriate by DCAM and NECC in order to serve the best interests of the Commonwealth.

DCAM shall follow a three-step selection process to select several Tenants.

First, all responsive proposals (i.e. those that are received by DCAM by the *Submission Deadline Date*) shall be reviewed for completeness. Any proposal that is submitted by a proposer who does not hold a current FCC license or that does not contain all material items required by this RFP shall be deemed non-qualifying and shall not be evaluated further. Then, following a review of the proposals that are timely and otherwise properly submitted, DCAM and NECC may choose to conduct interviews with selected proposers. The purpose of any interview shall be to clarify proposals and evaluate the proposer's expertise and proposed installation.

Second, qualifying proposals shall be evaluated to determine whether or not (i) the proposed installation of antennas and related equipment on the Site appears to be feasible; and (ii) whether or not the proposer appears to have the qualifications and financial capacity to perform as proposed and meet the obligations of Tenant under the Lease. The proposer's financial strength shall be evaluated, including, without limitation, the quality of banking references, and documented availability of credit and ability to meet operating and capital expenditures.

Third, feasible proposals submitted by companies that appear to be qualified and capable of performing shall be evaluated to determine which proposal for the Site provides the greatest financial benefit to the Commonwealth. After meeting all of the criteria above, the highest bidder, as determined by a net-present-value calculation performed with a uniform discount rate, shall be chosen to occupy the most-favorable position at the Site and shall be afforded the most-favorable position and/or space within the Site sufficient to locate an equipment shelter or cabinet. The proposer whose bid is second, as determined by the same method of a net present value calculation performed with a uniform discount rate, shall receive placement at the Site, at Landlord's option, only if there is sufficient

space remaining. The third and remaining proposers shall receive placement at the Site in the descending value of their bids, at Landlord's option, as determined by the same method of a net-present-value calculation performed with a uniform discount rate so long as space is sufficient to accommodate the proposed installations. Landlord reserves the right to negotiate any bid which, in Landlord's discretion, is below market value.

It is the intention of DCAM and NECC to execute a Lease with the selected proposers for the Site as expeditiously as possible. Therefore, when DCAM and NECC provisionally designate a Tenant in writing, application fees become non-refundable and DCAM shall prepare the documents necessary for final execution of a Lease Agreement.

## **SECTION 7 QUESTIONS DURING THE PROPOSAL PERIOD**

All questions during the Proposal Period must be submitted in writing before 12 noon on the date that is exactly one week before the pertinent *Submission Deadline Date*. **Please include a correct email address for responses.** Questions should be directed to:

Ms. Mary Gardill  
Project Manager  
DCAM – ORE  
One Ashburton Place, 15<sup>th</sup> Floor  
Boston, MA 02108-1511

Email: [Mary.Gardill@state.ma.us](mailto:Mary.Gardill@state.ma.us)  
Telephone: 617-727-8090 ext. 508  
Fax: 617-727-6074

DCAM shall reply to appropriate questions received from potential proposers *via* email as soon as possible. To be deemed "appropriate," a question must address a matter that requires, in the sole discretion of DCAM, interpretation or clarification by DCAM. Answers shall be sent via email. Any interpretation, clarification, or other response given to prospective proposers or to proposers shall never be deemed to supplement, diminish, amend, or otherwise modify this RFP in any manner or to any degree, and shall have no authority or effect.

## **SECTION 8 OTHER INFORMATION**

### ***Public Records***

All proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, G.L. chapter 66, section 10, and G.L. chapter 4, section 7, subsection 26. Any statements reserving any confidentiality

or privacy rights in submitted proposals or otherwise inconsistent with these statutes are void and shall be disregarded.

***Time of the Essence***

Regarding each *Submission Deadline Date*, other date, time, schedule, other deadline, etc., that is set forth in this RFP, time is of the essence.

## APPENDIX A

### SITE DESCRIPTION

Located in Lawrence, this educational facility includes one main building on land situated at 45 Franklin Street. The main building has space on the roof or in the basement sufficient to house auxiliary equipment. Tenant shall be responsible for the maintenance and for all equipment installations placed on the Site. The location and terms of access to the Site shall be set forth in the Lease.

## APPENDIX B

### PROPOSAL COVER SHEET

Attached is a proposal to lease certain property owned by the Commonwealth of Massachusetts for the purpose of installation, operation, and maintenance of wireless-telecommunications antennas and related equipment. The undersigned proposes to lease premises from the Commonwealth of Massachusetts upon the terms and conditions specified in this proposal, which is submitted in response to the Request for Proposals issued by the Division of Capital Asset Management and Maintenance ("DCAM").

I have read, understand, and agree to comply with the terms and conditions set forth in DCAM's Request for Proposals dated December 18, 2005, including, without limitation, the obligation to execute a lease including, but not limited to, those terms and conditions outlined in Section 4 of the RFP, *Lease Information and Guidelines*.

I agree that all expenses related to the preparation of this proposal are at the proposer's sole expense, including any costs related to any brokerage or third party representation engaged by the proposer.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I have attached three full copies of the proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Print Name:

\_\_\_\_\_

Organization:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

## APPENDIX C

### RENT PROPOSAL

To DCAM:

The undersigned FCC-licensed wireless-telecommunications-service provider proposes to enter into a lease in the form attached to the December 18, 2005, Request for Proposals issued by DCAM for premises at the following Site:

#### Northern Essex Community College

The total ten-year Rent proposed is \$\_\_\_\_\_, payable in advance in annual installments as follows:

|        |         |         |         |
|--------|---------|---------|---------|
| Year 1 | \$_____ | Year 6  | \$_____ |
| Year 2 | \$_____ | Year 7  | \$_____ |
| Year 3 | \$_____ | Year 8  | \$_____ |
| Year 4 | \$_____ | Year 9  | \$_____ |
| Year 5 | \$_____ | Year 10 | \$_____ |

Deposit: \$\_\_\_\_\_

Minimum Three Month's Rent

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)  
Print Name: \_\_\_\_\_  
Organization: \_\_\_\_\_

## APPENDIX D

### MEPA AGREEMENT

The undersigned in partial consideration and as a condition to the lease of a portion of Commonwealth land and improvements at Northern Essex Community College in Lawrence, Massachusetts (the "Land") acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations"), then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five years of the lease shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land leased from the Commonwealth extends to all aspects of the project undertaken on such Land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five years after the execution and delivery of the lease.

This agreement survives the execution of the lease and binds the undersigned and its successors and assigns.

Executed under seal

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Received By The Commonwealth of  
Massachusetts Division of Capital  
Asset Management and Maintenance

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX E

### ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

#### Northern Essex Community College Site Inspection

The undersigned, in consideration of being allowed to enter upon property of the Commonwealth of Massachusetts (the "Commonwealth"), assumes each and every risk of any and all personal injury, including death, and/or of any property damage, including loss, that occurs during any examination, inspection, and/or other presence by the undersigned, and/or by any consultant and/or contractor of the undersigned, and the undersigned agrees to protect, defend, indemnify, and hold the Commonwealth and its employees, contractors, and agents blameless and harmless with respect to any and all of the same, and to repair and/or restore, to the reasonable satisfaction of the Commonwealth, and to indemnify the Commonwealth with respect to any damage to and/or any loss of any property of the Commonwealth with respect such entry. Before entering the property of the Commonwealth, the undersigned shall execute and date this agreement and deliver it to the Division of Capital Asset Management and Maintenance with a certificate of the insurance coverage required by Attachment 1 to this agreement.

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

## **ATTACHMENT 1**

### **INSURANCE REQUIREMENTS**

Tenant shall purchase and maintain such insurance as shall protect Tenant and Landlord from claims which may arise out of or result from Tenant's operations under this Lease, whether such operations be by himself or by any agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Tenant shall purchase and maintain during the Term of this Lease:

- A. Insurance sufficient to discharge Tenant's obligations under all applicable workers' or workmen's compensation laws.
- B. Employer liability insurance with a minimum limit per accident or disease of \$100,000.
- C. Statutory disability and other employee benefit insurance.
- D. Commercial general liability insurance including a comprehensive broad form endorsement covering the full scope of Tenant's activities under this Lease with limits not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate for personal injury and death, and \$1,000,000 per occurrence and in the aggregate for property damage. Such insurance shall include at least the following:
  - 1. All products, premises-operations, and completed operations liability, independent contractors liability, additional interests of employees liability, and incidental medical malpractice liability, including notice of occurrence and knowledge of occurrence endorsements satisfactory to DCAM.
  - 2. Blanket contractual liability insurance covering all liabilities assumed under the Lease.
  - 3. Personal injury coverage endorsement coverages A, B, and C with no exclusions for liability assumed contractually or injury sustained by employees of Tenant, invitees or agents of Tenant.
  - 4. Broad form coverage for damage to property of Landlord, as well as other third parties, while in the care, custody, or control of Tenant.
  - 5. Coverage for "XCU" hazards (explosion, collapse of structures, blasting, undermining, and damages to underground property). Before any blasting is done, Tenant or Tenant's agents shall present evidence that blasting damage is included in Tenant's insurance coverage.
- E. Tenant and any agents shall also purchase and maintain umbrella for excess liability insurance containing coverage no less restrictive than that required above. The umbrella policies shall contain minimum total occurrence and aggregate coverage of \$1,000,000.

Insurance similar to that required of Tenant shall be provided by or on behalf of all agents of Tenant to cover their operations performed under the Lease. Tenant shall be held responsible for compliance with and enforcement of the insurance requirements and for any modifications of these insurance requirements as they apply to agents of Tenant. Tenant shall not permit any agent to commence work until such agent has furnished evidence that insurance has been procured and certificates of insurance have been obtained by Tenant.

Insurance certificates acceptable to DCAM evidencing the above coverages are to be furnished to DCAM prior to or concurrent with the execution of the Lease. Such certificates and all insurance policies required by these Insurance requirements shall contain provisions requiring at least 30 days prior written notice to DCAM of any cancellations of or material changes in the

policies (an agreement to “endeavor” to provide such notice shall not be acceptable). Certificates shall indicate effective dates and dates of expiration of the policies, and shall refer to the corresponding subparagraphs listed above.

All insurance policies provided pursuant to the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to DCAM and DCAM and the Commonwealth of Massachusetts shall be named as an additional insured. All such policies shall contain provisions or endorsements necessary to assure coverage of claims by one insured against another.

All required insurance policies are to be endorsed to state that Tenant's policies shall be primary to all insurance available to DCAM for liability arising out of or resulting from Tenant's operations under the Lease, whether such operations be by Tenant or by an agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The purchase of insurance to satisfy the above requirements, or the furnishing of certificates evidencing same, shall not be a satisfaction of Tenant's liability under this Lease or in any way modify Tenant's indemnification of DCAM.

Without limitation of any other provisions of the Lease, if (a) Tenant's agreement herein to insure or to name DCAM and the Commonwealth of Massachusetts as an additional insured with respect to contractual liability assumed by Tenant under the terms of the Lease, or (b) any contract of insurance between Tenant or any agent and Tenant's or their insurance company, shall to any extent be or be determined to be void or unenforceable, it is the intention of the Parties that such circumstances shall not otherwise affect the validity or enforceability of Tenant's agreements and obligations under the Lease nor the validity and enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

**In any emergency affecting the safety of persons or property, Tenant shall act to prevent threatened damage, injury, or loss, and shall, as promptly as conditions permit, notify insurance carriers and DCAM or DCAM'S representatives of the nature of the emergency and circumstances related thereto. Immediately thereafter, Tenant or Tenant's agent(s) shall prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action.**